

INTERGOVERNMENTAL CONTRACT  
BETWEEN BRYAN AND COLLEGE STATION

This agreement is entered into by and between the City of College Station (hereinafter referred to as "COLLEGE STATION") and the City of Bryan (hereinafter referred to as "BRYAN") and shall be effective on the 1st day of October 1997.

RECITALS

WHEREAS, BRYAN and COLLEGE STATION are home rule municipalities as defined by the Texas Local Government Code;

WHEREAS, home rule cities are authorized to enter into contracts with one another for the performance of any governmental service, activity or undertaking;

WHEREAS, by voter approval of a referendum on the 25th day of March, 1995, COLLEGE STATION has decided to expand library services and construct its own library facility within its city limits;

WHEREAS, BRYAN has operated a community library since 1903 and has received accreditation by the Texas State Library; and

WHEREAS, BRYAN has the expertise to manage a library system that is accredited by the Texas State Library; and

WHEREAS, BRYAN and COLLEGE STATION desire to partner together through a mutual agreement to provide a Bryan + College Station Library System;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the entities agree as follows:

ARTICLE I. CONSIDERATION

- 1.01 During the term of this agreement, COLLEGE STATION shall pay BRYAN a sum to be determined by the annual COLLEGE STATION budget for the creation and operation of a COLLEGE STATION Library by BRYAN, said library shall be located within the City limits of the City of COLLEGE STATION as provided by the terms of this agreement.

- 1.02. COLLEGE STATION will incorporate in its annual budget the proposed budget for the operation of the COLLEGE STATION Library. It is understood by the parties that the approval of the budget is a legislative function.

## ARTICLE II. BUDGET

- 2.01 BRYAN shall submit to COLLEGE STATION an annual budget request by April 30th of each year. Said budget shall include a breakdown of funds according to projected COLLEGE STATION Library expenses, including a funding allocation to BRYAN based upon the indirect cost computation table, which is attached hereto as Exhibit "A", and revenues, which revenue shall be based upon the ratio of the present number of COLLEGE STATION books to the total number of books in the B+CS Library system. COLLEGE STATION shall make an annual \$40,000 book donation for BRYAN's compensation of administering the Bryan + College Station Library System. Said budget request shall include all costs necessary to operate the COLLEGE STATION Library in a professional manner, including those expenses associated with operating the library and proper staffing levels. At the time the budget is submitted, the BRYAN City Manager or his representative shall also include a cover letter indicating what amounts, if any, remain unspent or unencumbered from the funds allocated to the COLLEGE STATION Library in the previous year. Said funds shall be applied as a credit against the next fiscal year's allocation of funds. In the event that the contract is terminated, said funds shall be promptly remitted to the CITY OF COLLEGE STATION.
- 2.02 COLLEGE STATION will be responsible for operation and equipment costs associated with the Twin City Inter Library Loan Program. BRYAN will be responsible for operation and equipment costs associated with the initial book processing after the new COLLEGE STATION Library facility is opened.
- 2.03 Bryan + College Station Library System main frame computer replacement and software maintenance costs shall be paid 50% by BRYAN and 50% by

COLLEGE STATION. Computer replacement may occur only after mutual agreement from both Cities.

- 2.04 COLLEGE STATION will maintain the facility and grounds for the College Station Library including costs associated with liability and property damage insurance as stated in Section 10.01.
- 2.05 Funds provided to BRYAN for the operation of the COLLEGE STATION Library shall include janitorial maintenance.
- 2.06 Funds appropriated for the COLLEGE STATION Library shall be applied to the COLLEGE STATION Library operation only unless authorized by the COLLEGE STATION City Manager or his representative.
- 2.07 The proposed budget shall be submitted in a format prescribed by BRYAN and approved by COLLEGE STATION.

### ARTICLE III. MANNER OF PAYMENT

- 3.01 Payment shall be made by COLLEGE STATION on a monthly basis with the exclusion of book capital.

### ARTICLE IV. TERM

- 4.01 This agreement shall renew annually and be effective from October 1st of each year until September 30th of each year.
- 4.02 Either party may terminate this agreement by written notice sent not less than six (6) months prior to the annual expiration date.

### ARTICLE V. PREMISES

- 5.01 COLLEGE STATION shall lease, own or otherwise provide premises to BRYAN suitable for use as a library. The premises shall, at a minimum, include 15,000 square feet of heated / air conditioned floor space.
- 5.02 In the event that COLLEGE STATION requires the relocation of the library, COLLEGE STATION shall pay the cost of said relocation. In the event of

- termination of this agreement, COLLEGE STATION shall pay the cost of a final inventory and return of any BRYAN Library system books from the premises.
- 5.03 COLLEGE STATION shall be responsible for maintenance of the grounds and the structures of the premises.
- 5.04 BRYAN shall be responsible for the routine janitorial maintenance of the interior of the COLLEGE STATION Library building and any other buildings over which it has control.
- 5.05 BRYAN shall promptly notify COLLEGE STATION in the event of any grounds or structural defect or flaw.

#### ARTICLE VI. BOOKS AND OTHER MATERIALS

- 6.01 All books (hereinafter referred to as materials) and other items of personal property (hereinafter referred to as physical assets) purchased with the designated COLLEGE STATION Library budgeted funds shall belong to and remain the property of COLLEGE STATION.
- 6.02 BRYAN shall exercise the same degree of care in the keeping, preservation, and maintenance of books and other items of personal property as it exercises in the keeping, maintenance, and preservation of its own public library property.
- 6.03 The final authority for the selection of library materials rests with the Community Librarian.
- 6.04 The COLLEGE STATION Library will maintain a permanent book stock. While a permanent collection of books is being developed, BRYAN will provide a temporary on-site collection, representative of the needs of a non-university student population.

#### ARTICLE VII. EMPLOYEES

- 7.01 All employees engaged in such library service, whether working within the CITY OF BRYAN or the CITY OF COLLEGE STATION, shall be considered employees of the CITY OF BRYAN. Such employees shall work under the supervision and direction of the Community Librarian of the CITY OF BRYAN.

- 7.02 Upon the termination of this agreement, BRYAN's employees located at the COLLEGE STATION Library may elect to stay with the CITY OF BRYAN as employees if positions are available. In any event, the said employees shall be offered employment as library employees with the CITY OF COLLEGE STATION. Upon transfer of employment to the CITY OF COLLEGE STATION, COLLEGE STATION shall provide same benefits as other College Station employees to its library employees. COLLEGE STATION shall waive the three month waiting period for insurance benefits.
- 7.03 The COLLEGE STATION City Manager or his representative shall conduct an annual review of the COLLEGE STATION Library with the Community Librarian in February. The annual review shall include, but is not limited to, Library performance measures, Library goals, Library operation changes, and renewal of this agreement. Performance measures will be updated in a quarterly report to the COLLEGE STATION City Manager or his representative.

#### ARTICLE VIII. HOURS OF OPERATION

- 8.01 The COLLEGE STATION Library shall maintain opening hours as the parties shall mutually agree upon, subject to appropriations made by the COLLEGE STATION City Council.

#### ARTICLE IX. REPORTING AND ACCOUNTING

- 9.01 BRYAN, within twenty (20) days of the end of the previous month, shall send to the COLLEGE STATION City Manager or his representative a monthly budget and expense report.
- 9.02 Promptly after the close of the BRYAN fiscal year, BRYAN shall furnish to COLLEGE STATION, in such reasonable detail as COLLEGE STATION may require, an accounting of the expenditures made and revenues generated hereunder as well as any credits remaining. Revenues will be allocated against expenditures to be determined by calculating the ratio of the present number of

COLLEGE STATION books to the total number of books in the B+CS library system.

- 9.03 COLLEGE STATION shall set up an account for restricted gifts. The Community Librarian shall have access to the funds in that account; however, any expenditure that exceeds Five Hundred Dollars (\$500.00), and is not for books, shall be cleared through the COLLEGE STATION City Manager or his representative. BRYAN shall submit a semi-annual report of receipts and expenditures from the restricted gifts accounts.
- 9.04 No budgetary transfer of funds involving the capital account shall be made without the approval of the COLLEGE STATION City Manager or his representative.
- 9.05 This agreement is the entire agreement of the parties and may be changed or amended only by written agreement of both parties.

#### ARTICLE X. INSURANCE AND LIABILITY

- 10.01 COLLEGE STATION shall maintain insurance on the premises, including the structures, as well as insurance for personal injury or property damage as it requires for other municipal property. BRYAN shall provide insurance benefits to the employees retained under the terms of this agreement. COLLEGE STATION shall hold harmless BRYAN from any liability as a result of any damage or injury caused by reason of some defect of the premises. BRYAN shall indemnify and hold the CITY OF COLLEGE STATION harmless from any liability incurred from the hiring, employment, or termination of any employee under this agreement.

#### ARTICLE XI. ADVISORY BOARD

- 11.01 A Bryan + College Station Library Advisory Board will be established effective January 1, 1998. The Advisory Board will be comprised of eight (8) members serving for two year terms with each respective City appointing four (4) members. The City of Bryan and College Station shall each initially appoint two

(2) members to two year terms and each shall appoint two (2) members to one (1) year terms. At the expiration of the initial appointments, each board member's term shall be for two year staggered terms to provide for continuity within the Advisory Board.

11.02 The duties of the B+CS Library Advisory Board will be to encourage the development of the B+CS Libraries; recommend to the City Councils policies and programs for the advancement of the B+CS Libraries; cooperate with all other public and private groups in advancing the best interest of the B + CS Libraries; and render to the City Councils all recommendations it considers advisable regarding the B+CS Library System.

CITY OF COLLEGE STATION

By: Lynn McIlhaney  
Lynn McIlhaney, Mayor

ATTEST:

Connie Hooks  
City Secretary

APPROVED AS TO FORM:

Harry Cargill  
City Attorney

CITY OF BRYAN  
By: Lonnie Stabler  
Lonnie Stabler, Mayor

ATTEST:

Mary Lynne Jelloway  
City Secretary

APPROVED AS TO FORM:

Rachel Peterson  
for City Attorney



# EXHIBIT "A"

## INDIRECT COST COMPUTATION TABLE

(1) - Project Cost (Round to nearest amount on schedule)

(2) - Maximum Indirect Cost Allowable

(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$	\$	\$	\$	\$	\$	\$	\$
1,000	50	31,000	1,285	61,000	2,252	91,000	2,995
2,000	100	32,000	1,320	62,000	2,280	92,000	3,015
3,000	150	33,000	1,355	63,000	2,307	93,000	3,035
4,000	200	34,000	1,390	64,000	2,335	94,000	3,055
5,000	250	35,000	1,425	65,000	2,362	95,000	3,075
6,000	295	36,000	1,460	66,000	2,390	96,000	3,095
7,000	340	37,000	1,495	67,000	2,417	97,000	3,115
8,000	385	38,000	1,530	68,000	2,445	98,000	3,135
9,000	430	39,000	1,565	69,000	2,472	99,000	3,155
10,000	475	40,000	1,600	70,000	2,500	100,000	3,175
11,000	505	41,000	1,632	71,000	2,525	110,000	3,350
12,000	555	42,000	1,665	72,000	2,550	120,000	3,525
13,000	595	43,000	1,697	73,000	2,575	130,000	3,675
14,000	635	44,000	1,730	74,000	2,600	140,000	3,825
15,000	675	45,000	1,762	75,000	2,625	150,000	3,950
16,000	715	46,000	1,795	76,000	2,650	160,000	4,075
17,000	755	47,000	1,827	77,000	2,675	170,000	4,175
18,000	795	48,000	1,860	78,000	2,700	180,000	4,275
19,000	835	49,000	1,892	79,000	2,725	190,000	4,350
20,000	875	50,000	1,925	80,000	2,750	200,000	4,425
21,000	912	51,000	1,955	81,000	2,772	210,000	4,475
22,000	950	52,000	1,985	82,000	2,795	220,000	4,525
23,000	987	53,000	2,015	83,000	2,817	230,000	4,575
24,000	1,025	54,000	2,045	84,000	2,840	240,000	4,625
25,000	1,062	55,000	2,075	85,000	2,862	250,000	4,675
26,000	1,100	56,000	2,105	86,000	2,885	260,000	4,725
27,000	1,137	57,000	2,135	87,000	2,907	270,000	4,775
28,000	1,175	58,000	2,165	88,000	2,930	280,000	4,825
29,000	1,212	59,000	2,195	89,000	2,952	290,000	4,875
30,000	1,250	60,000	2,225	90,000	2,975	300,000	4,925

(Above 300,000 = 4,925 + .50% of excess above 300,000)